

## **Charter Fiberlink-Kentucky, LLC**

**12405 POWERSCOURT DRIVE  
ST. LOUIS, MISSOURI 63131-3674**

### **INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

**This tariff contains the description, regulations and rates for the furnishing of services and facilities for telecommunications services provided by Charter Fiberlink-Kentucky, LLC with principal offices at 12405 Powerscourt Drive, St. Louis, Missouri 63131-3674. This tariff applies for service furnished within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission and copies may be inspected during normal business hours.**

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

**DEC 14 2003**

**PURSUANT TO 807 KAR 5.011  
SECTION 9 (1)**

**BY**   
**EXECUTIVE DIRECTOR**

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**Issued: November 14, 2003**

**Effective: December 14, 2003**

**By: Carrie L. Cox  
Director of Legal and Regulatory Affairs  
Charter Fiberlink - Kentucky, LLC  
12405 Powerscourt Drive  
St. Louis, Missouri 63131-3674**

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**CHECK SHEET**

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	17	Original
2	Original	18	Original
3	Original	19	Original
4	Original	20	Original
5	Original	21	Original
6	Original	22	Original
7	Original	23	Original
8	Original	24	Original
9	Original	25	Original
10	Original	26	Original
11	Original	27	Original
12	Original	28	Original
13	Original		
14	Original		
15	Original		
16	Original		

\* New/Revised this issue

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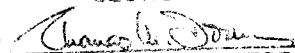
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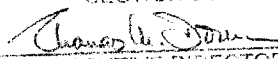
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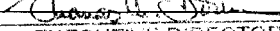
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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:


- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation but no Change in Rate or Charge

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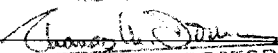
**TARIFF FORMAT**

- A. **Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. **Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. **Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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**APPLICATION OF TARIFF**


This tariff sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of intrastate interexchange telecommunications services by Charter Fiberlink-Kentucky, LLC ("Company") to Customers within the State of Kentucky.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS****1.1 Definitions**

**Busy Hour** - The two consecutive half hours during which the greatest volume of traffic is handled.

**Call** - A completed connection between the Calling and Called parties.

**Calling Station** - The telephone number from which a Call originates.

**Called Station** - The telephone number called.

**Carrier Customer** - A carrier that orders exchange access or retail services from the Company.

**Commission** - The Kentucky Public Service Commission.

**Company or Carrier** - Charter Fiberlink-Kentucky, LLC, unless specifically stated otherwise.

**Customer** - A person, firm, corporation, partnership or other entity, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

**Day** - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

**Disconnect** - To render inoperable or to disable circuitry thus preventing outgoing and incoming communications service.

**DS1** - Digital Signal, level 1. Capable of transmitting data at 1.544 Mbps.

**DS3** - Digital Signal, level 3. Capable of transmitting data at 44.736 Mbps.

**Evening** - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

**Gbps** - One thousand million bits per second.

**Incomplete** - Any Call where voice transmission between the Calling and Called station is not established.

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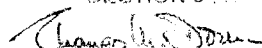
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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)****1.1 Definitions (Cont'd)**

**Holiday** - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Mbps** - One million bits per second.

**Message** - A completed telephone call by a Customer or User.

**Normal Business Hours** - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

**OC3** - Optical Carrier, level 3. A SONET channel capable of transmitting data at 155.52 Mbps.

**OC12** - Optical Carrier, level 12. A SONET channel capable of transmitting data at 622.08 Mbps.

**OC48** - Optical Carrier, level 48. A SONET channel capable of transmitting data at 2.488 Gbps.

**Premises** - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

**Rate** - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

**State** - Kentucky.

**Terminal Equipment** - Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

**User or End User** - Customer or any authorized person or entity that utilizes the Company's services.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

**1.2 Abbreviations**

**CLEC** – Competitive Local Exchange Carrier

**CO** – Central Office

**CPE** – Customer Premises Equipment

**DS1** – Digital Signal, Level 1

**DS3** – Digital Signal, Level 3

**ILEC** – Incumbent Local Exchange Carrier

**NPA** – Numbering Plan Area (Area Code)

**OC3** – Optical Carrier, Level 3

**OC12** – Optical Carrier, Level 12

**OC48** – Optical Carrier, Level 48

**PBX** – Private Branch Exchange

**PIC** – Primary or Preferred Interexchange Carrier

**POP** – Point of Presence

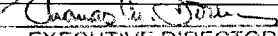
**V&H** - Vertical and Horizontal Coordinates

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## **SECTION 2 - RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

- 2.1.1 The Company provides telecommunications services to business and carrier Customers.
- 2.1.2 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

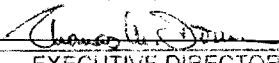
### **2.2 Limitations of Service**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.2 Limitations of Service (Cont'd)**

- 2.26 Service temporarily may be refused or limited because of system capacity limitations.
- 2.27 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.28 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.29 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

**2.3 Limitations of Liability**

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.3 Limitations of Liability (Cont'd)**

- 2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
  - 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, flood or other catastrophes, war, riots, national emergencies, government or military authorities, strikes, lock-outs, work stoppages or other labor difficulties, or causes beyond the Company's control;
  - 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
  - 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
  - 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
  - 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
  - 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.3 Limitations of Liability (Cont'd)**

2.3.4 (Cont'd)

- 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement is caused by negligence or the willful misconduct of the Company's agents or employees.
- 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.3.4.K Any noncompleted calls due to network busy conditions; and
- 2.3.4.L Any calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5 The User shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.
- 2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.4 Responsibilities of the Customer (Cont'd)**

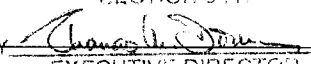
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.4.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.3 Limitations of Liability (Cont'd)**

- 2.3.7 Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 With respect to the services provided pursuant to this tariff, the Company makes no representations or warranties, express or implied, either in fact or by operation of law, statutory or otherwise, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, except those expressly set forth in this tariff. The Company does not authorize anyone to make a warranty or representation of any kind on its behalf and the User should not rely on any such statement.
- 2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred.

**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and ensuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card Calls.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.5 Allowances for Interruptions in Service****2.5.1 General**

- 2.5.1.A A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.5.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.5.1.C If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

**2.5.2 Application of Credits for Interrupted Services**

- 2.5.2.A At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.
- 2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- 2.5.2.D When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

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By: Carrie L. Cox  
Director of Legal and Regulatory Affairs  
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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.5 Allowances for Interruptions in Service (Cont'd)**

**2.5.3 Limitations on Allowances**

**2.5.3.A No credit allowance will be made for any interruption of service:**

- 2.5.3.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
- 2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;
- 2.5.3.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.3.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.6 Termination of Service**

- 2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice either verbally or in writing. If the Company has a term contract, early termination charges may apply. The Company may terminate service with cause by giving the Customer five (5) business days' written notice. The Company may terminate service without notice in the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to the Company's equipment.
- 2.6.2 The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.7 Payment of Charges**

- 2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.7.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length.
- 2.7.4 Customers must notify the Company either verbally or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

**2.8 Deposits**

The Company may, in some instances, require deposits from Customers. Any such cash deposit received by the Company will bear simple interest at a rate of 7% per annum. Deposits will not exceed two (2) times the estimated monthly charge for service.

**2.9 Advance Payments**

The Company may require advance payments from Customers for the following services:

- (1) The construction of facilities and furnishing of special equipment; or
- (2) Temporary service for short-term use.

The aggregate amount of any Advance Payment and Deposit required pursuant to Sections 2.8 and 2.9 of this Tariff will not exceed two and one half times the estimated monthly charge to Customer for service.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.10 Contested Charges**

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company no more than thirty (30) days after such bills are rendered. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

- 2.10.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)
- 2.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Kentucky Public Service Commission. The address of the Commission is:

Kentucky Public Service Commission  
P.O. Box 615  
211 Sower Boulevard  
Frankfort, Kentucky 40602  
(502) 564-3940

**2.11 Taxes**

State and local sales, use and similar taxes or regulatory fees and assessments are billed as separate items and are not included in the quoted rates for service.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.12 Contract Service Arrangements**

At the option of the Company, services may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. All contracts will be filed with the Commission.

**2.13 Special Construction**

At its option, the Company may provide Customers, upon request, special construction of facilities or services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction or ICB is construction undertaken:

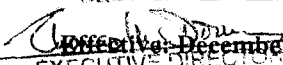
- 2.13.1 where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;
- 2.13.2 where facilities other than those which the Company provides are requested by the Customer;

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November 14, 2003  
EXECUTIVE DIRECTOR

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.13 Special Construction (Cont'd)**

- 2.13.3 where facilities are requested by the Customer over a route other than that which the Company serves;
- 2.13.4 when services are requested in a quantity greater than that which the Company would normally provide to a Customer;
- 2.13.5 when services are requested by a Customer on an expedited basis;
- 2.13.6 when services or facilities are requested on a temporary basis until such services or permanent facilities are available.

The charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, non-recurring, and early termination charges. All ICB rates will be filed with the Commission.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 Timing of Calls**

- 3.1.1 The Customer's monthly usage charges for the Company's services are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time a connection is established (*i.e.* when two-way communications is possible), and ends when a party terminates the connection.
- 3.1.2 No charges apply if a connection is not completed.
- 3.1.3 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum Call duration is 1 minute for a connected Call.
- 3.1.4 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.5 Usage begins when a connection is established (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party terminates the connection.

**3.2 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment. The end of service date is the last day after receipt by the Company of notification of cancellation as described in Section 2.6.1 of this tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.3 Calculation of Distance**

- 3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the Call.
- 3.3.2 Where applicable, the airline mileage between rate centers is determined by applying a formula to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

**3.4 Minimum Call Completion Rate**

The Customer can expect a call completion rate of at least 97% per 100 Calls attempted during peak use periods for all services.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.5 Service Offerings**

The Company offers interexchange telecommunications services. The Customer's total monthly use of the Company's service is charged at the applicable rates per minute set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

**3.5.1 Leased Line Service**

A leased line is a private, dedicated point-to-point connection between a Company POP and another point on the Company's fiber-optic network specified by the Customer. Leased line service is provided to Customers on a statewide basis, based upon the location of the Company's facilities, with transmission speeds of either DS1 (1.5444 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2,488.32 Mbps). A local access line may be necessary to connect the Customer network or premise with the Company POP. This local access line may be provided to the Customer by the Customer's local exchange carrier.

**3.6 Miscellaneous Services**

**3.6.1 Order Change**

An Order Change is a change in the Customer's service requested subsequent to installation.

**3.6.2 Bad Check Charge**

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

**3.6.3 Reconnection**

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

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EXECUTIVE DIRECTOR

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**SECTION 4 - RATES AND CHARGES****4.1 Leased Line Service****4.1.1 Nonrecurring Charges**

<u>Transmission Speed</u>	<u>Installation</u>
DS1	ICB
DS3	ICB
OC3	ICB
OC12	ICB
OC48	ICB

Note: The foregoing rates represent a one time installation charge associated with the Service.

**4.1.2 Recurring Charges**

<u>Transmission Speed</u>	<u>Duration of Contract (in months)</u>		
	<u>12</u>	<u>36</u>	<u>60</u>
DS1	ICB	ICB	ICB
DS3	ICB	ICB	ICB
OC3	ICB	ICB	ICB
OC12	ICB	ICB	ICB
OC48	ICB	ICB	ICB

Note: The foregoing monthly rates are per DS0 mile, based on V&H coordinates; local access charges may apply.

\* Note: All ICB rates will be filed with the Commission.

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**SECTION 4 - RATES AND CHARGES (Cont'd)****4.2 Promotions**

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes. The Company will provide thirty (30) days prior notice to the Commission of all promotional offerings.

**4.3 Bad Check Charge**

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer twenty-five dollars (\$25.00). In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as a cashier's check, certified check or money order.

**4.4 Order Charge**

An Order Charge is a charge of forty dollars (\$40.00) for a change in the customer's service requested subsequent to installation.

**4.5 Reconnect Charge**

If service has been discontinued for proper cause, the Company will charge a fee of twenty-five dollars (\$25.00) to defray the cost of restoring service to the Customer.

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## Statement of Service

CHARTER COMMUNICATIONS  
141 CHARTER COMMONS DR  
TOWN & COUNTRY, MO 63011  
630 0010 RT RP 14 0030201 10142003 NNNNNY

C. WINDFALL RIDGE CT  
SAINT PETERS MO 63376-4538

633764631004

Page 1 of 3  
Billing Date: October 14, 2003  
Account Number:  
Telephone Number:  
If phone # is incorrect please call customer service

How to reach us...  
For Service, Repair and Billing  
Please call 866-207-3663  
M-F 7a-10p Sat 8a-5p

For Service At...

### Account Summary

\*\*\* Important Notice \*\*\* Your account is past due. Payment must be received immediately to avoid interruption of service and application of associated fees.

Previous Balance	\$40.51
Charter Phone Service	30.95
Taxes and Fees	9.56

Balance Due	\$81.02
Payment Due Date	Upon Receipt

Please see following pages for account details.

Payments received after 10/14/03 will appear on your next bill.

### For Your Information



Charter Communications. Bringing you all your Broadband needs.



Thank you for choosing Charter Communications as your local telephone service provider, an altogether new kind of local phone service.



Tired of slow dial-up? Check into Charter Pipeline. Please call 1-866-207-5165 or visit our web site at [www.charter.com](http://www.charter.com) for more information.

### Payment Coupon

Please detach and enclose this portion with your payment. Please do not send cash. Make checks payable to CHARTER COMMUNICATIONS.



Check here if new billing address.  
Note changes on reverse side.

Billing Date: October 14, 2003  
Name:  
Account Number:  
Telephone Number:

Balance Due: \$81.02  
Payment Due Date: Upon Receipt

Amount Enclosed \$

CHARTER COMMUNICATIONS  
PO BOX 780239  
SAINT LOUIS MO 63179-0239

631790239398

002600011000615680016600008102

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